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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Chapter 11

AVIANCA HOLDINGS S.A., *et al.*,¹

Case No. 20-11133 (MG)

Debtors.

Jointly Administered

AVIANCA HOLDINGS S.A., *et al.*,

Plaintiffs.

v.

Adv. Proc. 20-01194-mg

G4S FACILITY MANAGEMENT CIA. LTDA.)
And G4S SECURE SOLUTIONS
INTERNATIONAL INC.,

Defendants.

ANSWER TO AMENDED COMPLAINT

¹ The Debtors in these cases, and each Debtor's federal tax identification number (to the extent applicable), are as follows: Avianca Holdings S.A. (N/A); Aero Transporte de Carga Unión, S.A. de C.V. (N/A); Aeroinversiones de Honduras, S.A. (N/A); Aerovías del Continente Americano S.A. Avianca (N/A); Airlease Holdings One Ltd. (N/A); America Central (Canada) Corp. (00-1071563); America Central Corp. (65-0444665); AV International Holdco S.A. (N/A); AV International Holdings S.A. (N/A); AV International Investments S.A. (N/A); AV International Ventures S.A. (N/A); AV Investments One Colombia S.A.S. (N/A); AV Investments Two Colombia S.A.S. (N/A); AV Taca International Holdco S.A. (N/A); Avianca Costa Rica S.A. (N/A); Avianca Leasing, LLC (47-2628716); Avianca, Inc. (13-1868573); Avianca-Ecuador S.A. (N/A); Aviaservicios, S.A. (N/A); Aviateca, S.A. (N/A); Avifreight Holding Mexico, S.A.P.I. de C.V. (N/A); C.R. Int'l Enterprises, Inc. (59-2240957); Grupo Taca Holdings Limited (N/A); International Trade Marks Agency Inc. (N/A); Inversiones del Caribe, S.A. (N/A); Isleña de Inversiones, S.A. de C.V. (N/A); Latin Airways Corp. (N/A); Latin Logistics, LLC (41-2187926); Nicaraguense de Aviación, Sociedad Anónima (Nica, S.A.) (N/A); Regional Express Américas S.A.S. (N/A); Ronair N.V. (N/A); Servicio Terrestre, Aereo y Rampa S.A. (N/A); Servicios Aeroportuarios Integrados SAI S.A.S. (92-4006439); Taca de Honduras, S.A. de C.V. (N/A); Taca de México, S.A. (N/A); Taca International Airlines S.A. (N/A); Taca S.A. (N/A); Tampa Cargo S.A.S. (N/A); Technical and Training Services, S.A. de C.V. (N/A). The Debtors' principal offices are located at Avenida Calle 26 # 59 – 15 Bogotá, Colombia.



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Comes Defendant G4S Secure Solutions International Inc. (“Defendant”), by and through counsel, and hereby answers the Amended Complaint filed on September 8, 2020 [DE 15] as follows:

FIRST AFFIRMATIVE DEFENSE

The Plaintiffs’ Amended Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The Plaintiffs’ claims are barred because Defendant did not direct or commit any actions that harmed Plaintiffs.

THIRD AFFIRMATIVE DEFENSE

The Plaintiffs’ claims are barred because any harm they allege to have suffered was not caused by Defendant.

FOURTH AFFIRMATIVE DEFENSE

The Plaintiffs’ claims are barred because they have suffered no compensable damages, or to the extent they have suffered damages, those damages were the result of their own conduct and/or failure to mitigate their damages.

FIFTH AFFIRMATIVE DEFENSE

The Plaintiffs are not entitled to an award of punitive damages.

SIXTH AFFIRMATIVE DEFENSE

The Plaintiffs’ claims are barred because those claims relate to the conduct of third parties as to whom the Court cannot obtain jurisdiction.

SEVENTH AFFIRMATIVE DEFENSE

To the extent not already set forth above, Defendant asserts and incorporates by reference all affirmative defenses stated in Fed. R. Civ. P. 8.

EIGHTH AFFIRMATIVE DEFENSE

Defendant asserts and incorporates by reference all defenses available to it pursuant to the Bankruptcy Code.

NINTH AFFIRMATIVE DEFENSE

In response to the specific allegations set forth in the Amended Complaint, and without waiving the foregoing defenses, Defendant hereby states as follows:

AMENDED COMPLAINT

1. The allegations contained in Paragraph 1 consist of a general introduction and accordingly do not require a response. To the extent a response is required, Defendant denies the allegations; provided that Defendant does not intend to deny matters of public record. Defendant denies that its actions constituted any wrongdoing and that Plaintiffs are entitled to any relief.

NATURE OF THE ACTION

2. The allegations contained in Paragraph 2 consist of a general introduction and accordingly do not require a response. To the extent a response is required, Defendant denies the allegations; provided that Defendant does not intend to deny matters of public record. Defendant denies that its actions constituted any wrongdoing and that Plaintiffs are entitled to any relief.

3. Defendant denies the allegations contained in Paragraph 3.

4. Paragraph 4 refers to a document, which speaks for itself. Defendant is without sufficient knowledge to admit or deny the remaining allegations in Paragraph 4, and therefore denies the same.

5. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 5 and therefore denies the same.

6. Paragraph 6 refers to a document, which speaks for itself. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations in Paragraph 6, and therefore denies the same.

7. Defendant denies the allegations contained in Paragraph 7.

JURISDICTION AND VENUE

8. The allegations contained in Paragraph 8 consist of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

9. The allegations contained in Paragraph 9 consist of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

10. The allegations contained in Paragraph 10 consist of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

THE PARTIES

11. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 11 and therefore denies the same.

12. In responses to the allegations contained in Paragraph 12, Defendant admits that it is one of a group of affiliated entities that provide security services in a number of different countries. Any remaining allegations in Paragraph 12 are denied.

13. Defendant denies the allegations contained in Paragraph 13.

FACTS

14. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 14 and therefore denies the same.

15. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 15 and therefore denies the same.

16. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 16 and therefore denies the same; provided that Defendant does not intend to deny matters of public record.

17. Paragraph 17 refers to a document, which speaks for itself. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations in Paragraph 17, and therefore denies the same; provided that Defendant does not intend to deny matters of public record.

18. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 18 and therefore denies the same.

19. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 19 and therefore denies the same.

20. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 20 and therefore denies the same.

21. Paragraph 21 refers to a document, which speaks for itself. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations in Paragraph 21, and therefore denies the same; provided that Defendant does not intend to deny matters of public record.

22. Paragraph 22 refers to a document, which speaks for itself. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations in Paragraph 22, and therefore denies the same; provided that Defendant does not intend to deny matters of public record.

23. Paragraph 23 refers to a document, which speaks for itself. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations in Paragraph 23,

and therefore denies the same; provided that Defendant does not intend to deny matters of public record.

24. Paragraph 24 refers to a document, which speaks for itself. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations in Paragraph 24, and therefore denies the same.

25. Paragraph 25 refers to a document, which speaks for itself. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations in Paragraph 25, and therefore denies the same.

26. Paragraph 26 refers to a document, which speaks for itself. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations in Paragraph 26, and therefore denies the same.

27. Paragraph 27 refers to a document, which speaks for itself. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations in Paragraph 27, and therefore denies the same.

28. Paragraph 28 refers to a document, which speaks for itself. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations in Paragraph 28, and therefore denies the same.

29. Paragraph 29 refers to a document, which speaks for itself. Defendant is without sufficient knowledge to form a belief as to the truth of the remaining allegations in Paragraph 29, and therefore denies the same.

30. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 30 and therefore denies the same.

31. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 31 and therefore denies the same.

32. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 32 and therefore denies the same.

COUNT ONE
(Willful Violation of Section 362(a) of the Bankruptcy Code)

33. Defendant repeats and realleges each Paragraph set forth above as if set forth fully herein.

34. Paragraph 34 refers to a statute, which speaks for itself. Defendant denies any remaining allegations in Paragraph 34; provided that Defendant does not intend to deny matters of public record.

35. The allegations contained in Paragraph 35 consist of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

36. The allegations of Paragraph 36 are vague and ambiguous. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 36 and therefore denies the same.

37. The allegations contained in Paragraph 37 consist of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

38. The allegations of Paragraph 38 are vague and ambiguous. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 38 and therefore denies the same.

39. The allegations of Paragraph 39 are vague and ambiguous. Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 39 and therefore denies the same.

40. In response to the allegations contained in Paragraph 40, Defendant admits that individuals affiliated with Defendant provided legal advice to G4S Ecuador (as defined in the Amended Complaint). Defendant denies the remaining allegations contained in Paragraph 40.

41. Defendant denies the allegations contained in Paragraph 41.

42. The allegations contained in Paragraph 42 consist of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations.

43. Defendant denies the allegations contained in Paragraph 43.

44. Defendant denies the allegations contained in Paragraph 44.

45. Defendant denies the allegations contained in Paragraph 45.

46. Defendant denies the allegations contained in Paragraph 46.

47. Defendant denies the allegations contained in Paragraph 47.

48. Defendant denies the allegations contained in Paragraph 48.

49. Defendant denies the allegations contained in Paragraph 49.

50. Defendant denies the allegations contained in Paragraph 50.

51. Defendant denies the allegations contained in Paragraph 51.

52. Defendant denies the allegations contained in Paragraph 52.

53. Defendant denies the allegations contained in Paragraph 53.

54. Defendant denies the allegations contained in Paragraph 54.

55. Defendant denies the allegations contained in Paragraph 55.

56. Defendant denies the allegations contained in Paragraph 56.

57. Defendant denies the allegations contained in Paragraph 57.

58. Any allegations not otherwise admitted herein are denied.

RELIEF REQUESTED

Defendant expressly reserves the right to amend this answer by way of adding affirmative defenses, counterclaims, cross-claims and/or third party claims as additional facts are obtained through further investigation and discovery.

WHEREFORE, the Defendant respectfully demands as follows:

1. Dismissal of the Complaint against it, in its entirety with prejudice;
2. Recovery of its costs and attorneys' fee incurred in the defense of this action, if applicable; and
3. Judgment for any other legal or equitable relief to which it may appear entitled

Respectfully submitted,

/s/ Edward J. George

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-and-

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COUNSEL FOR DEFENDANTS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served this the 21st day of October, 2020, electronically in accordance with the method established under this Court's CM/ECF Administrative Procedures upon all parties in the electronic filing system in this case.

/s/ John M. Spires
Counsel for Defendants